

Civil Action No. 5:17-CV-00199

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5. Taylor admits the allegations contained in paragraph 5 of the Plaintiff's Original Petition but denies that any conduct justifies an award of damages.

6. Taylor admits the allegations of paragraph 6 of Plaintiff's Original Petition but denies that the Plaintiff's causes of action are valid.

7. Taylor denies that the causes of action against him are valid and admits the balance of the allegations contained in paragraph 7 of the Plaintiff's Original Petition.

8. Taylor agrees that venue is proper in the Southern District of Texas, Laredo Division.

9. Taylor denies the allegations contained in paragraph 9 of Plaintiff's Original Petition.

10. Taylor denies the allegations contained in paragraph 10 of Plaintiff's Original Petition.

11. Taylor admits the allegations contained in paragraph 11 of Plaintiff's Original Petition.

12. Taylor admits that a storm occurred on May 21, 2016 but denies that the storm was severe as alleged in paragraph 12 of the Plaintiff's Original Petition. Taylor further denies that "All Defendants failed to comply with the policy, the Texas Insurance Code and Texas law and handling Plaintiff's claim." Defendant also denies the allegations that :... "Defendant Travelers has refused to pay all amounts due and owing under the policy for the claim."

13. Taylor denies the allegations contained in paragraph 13 of Plaintiff's Original Petition.

14. Taylor denies the allegations contained in paragraph 14 of Plaintiff's Original Petition.

15. Taylor denies the allegations contained in paragraph 15 of Plaintiff's Original Petition.

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16. Taylor denies the allegations contained in paragraph 16 of Plaintiff's Original Petition.

17. Taylor denies the allegations contained in paragraph 17 of Plaintiff's Original Petition.

18. Taylor denies the allegations contained in paragraph 18 of Plaintiff's Original Petition.

19. Taylor denies the allegations contained in paragraph 19 of Plaintiff's Original Petition.

20. Taylor denies the allegations contained in paragraph 20 of Plaintiff's Original Petition.

21. Taylor denies the allegations contained in paragraph 21 of Plaintiff's Original Petition.

22. Taylor denies the allegations contained in paragraph 22 of Plaintiff's Original Petition.

23. Taylor denies the allegations contained in paragraph 23 of Plaintiff's Original Petition.

24. Taylor denies the allegations contained in paragraph 24 of Plaintiff's Original Petition.

25. Taylor denies the allegations contained in paragraph 25 of Plaintiff's Original Petition.

26. Taylor denies the allegations contained in paragraph 26 of Plaintiff's Original Petition.

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27. Taylor admits that the policy is valid, binding and enforceable as between the Plaintiff and Defendant Travelers as alleged in paragraph 27 of Plaintiff's Original Petition. Defendant denies the balance of the allegations contained in paragraph 27 of the Plaintiff's Original Petition.

28. Taylor denies the allegations contained in paragraph 28 of Plaintiff's Original Petition.

29. Taylor denies the allegations contained in paragraph 29 of Plaintiff's Original Petition.

30. Taylor denies the allegations contained in paragraph 30 of Plaintiff's Original Petition.

31. Taylor denies the allegations contained in paragraph 31 of Plaintiff's Original Petition.

32. Taylor denies the allegations contained in paragraph 32 of Plaintiff's Original Petition.

33. Taylor denies the allegations contained in paragraph 33 of Plaintiff's Original Petition.

34. Taylor denies the allegations contained in paragraph 34 of Plaintiff's Original Petition.

35. Defendant admits the first sentence of paragraph 35 of the Plaintiff's Original Petition but denies the balance of paragraph 35 including subparts (a) through (c) of paragraph 35 of the Plaintiff's Original Petition.

36. Taylor denies the allegations contained in paragraph 36 of Plaintiff's Original Petition.

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37. Taylor denies the allegations contained in paragraph 37 of Plaintiff's Original Petition.

38. Taylor admits the allegations contained in paragraph 38 of the Plaintiff's Original Petition.

39. Taylor denies the allegations contained in paragraph 39 of Plaintiff's Original Petition.

40. Taylor denies the allegations contained in paragraph 40 of Plaintiff's Original Petition.

41. Taylor denies the allegations contained in paragraph 41 of Plaintiff's Original Petition.

42. Taylor denies the allegations contained in paragraph 42 of Plaintiff's Original Petition.

43. Taylor denies the allegations contained in paragraph 43 of Plaintiff's Original Petition.

44. Taylor denies the allegations contained in paragraph 44 of Plaintiff's Original Petition.

45. Taylor denies the allegations contained in paragraph 45 of Plaintiff's Original Petition.

46. Taylor denies the allegations contained in paragraph 46 of Plaintiff's Original Petition.

47. Taylor denies the allegations contained in paragraph 47 of Plaintiff's Original Petition.

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48. Taylor denies the allegations contained in paragraph 48 of Plaintiff's Original Petition.

49. Taylor denies the allegations contained in paragraph 49 of Plaintiff's Original Petition.

50. Taylor denies the allegations contained in paragraph 50 of Plaintiff's Original Petition.

51. Taylor denies the allegations contained in paragraph 51 of Plaintiff's Original Petition.

52. Taylor denies the allegations contained in paragraph 52 of Plaintiff's Original Petition.

53. Taylor denies the allegations contained in paragraph 53 of Plaintiff's Original Petition.

54. Taylor admits that the Plaintiff has made a jury demand as alleged in paragraph 54 of Plaintiff's Original Petition.

55. Taylor will serve initial disclosures.

56. Taylor denies the prayer for relief contained in Plaintiff's Original Petition.

II.

AFFIRMATIVE DEFENSES

By way of affirmative defenses, Defendant states:

57. A portion of the Plaintiff's damages were caused by lack of maintenance, wear, tear and deterioration and roof installation problems, all of which are not covered.

58. Plaintiff did not cooperate during the investigation. Specifically, the Plaintiff and/or his agents did not provide information which was requested. This is a violate of policy conditions.

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59. Defendant is not responsible for any condition not resulting from a covered loss.

60. Alternatively, Plaintiff's actual damages, if any, must be limited by the amounts set forth in the policy limitations provision of the policy.

61. Alternatively, Plaintiff's actual damages, if any, must be offset by the amount of the deductible.

62. Defendant had a reasonable basis for each coverage decision in this case and relied upon an expert engineer.

63. Alternatively, under the Doctrine of Concurrent Causation, Travelers is only liable for that portion of the loss caused by a covered peril. The Plaintiff has the burden of proof to segregate covered versus non-covered damage.

64. Taylor contends that at most, this is a bona fide dispute over the cause and extent of damage that does not give rise to extra-contractual liability.

65. Taylor is not liable as a matter of Texas law for the Insurance Code violations alleged by Plaintiff.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant requests Plaintiff recover nothing from this suit; that Defendant recovers costs of Court; and all other relief to which Defendant may be entitled.

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Respectfully submitted,

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By:



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ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing document has been forwarded to the following counsel of record in compliance with the Texas Rules of Civil Procedure this 3 day of November, 2017:

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